

**SECTION I**  
**REQUEST FOR QUALIFICATIONS**

**NOTICE TO RESPONDERS:** Responses will be received at City of Berwyn (“City”) in the Office of the City Clerk, until the time and date specified below for:

**Neighborhood Stabilization Program**  
**RFQ for**  
**Real Estate Marketing Services**

RFQ packets are available at the City Clerk’s Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402 and at the City website: [www.berwyn-il.gov](http://www.berwyn-il.gov).

**ADDRESS RESPONSES TO:** Attention of the City Clerk’s Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402. Responses shall be clearly marked on the front **“Response for Neighborhood Stabilization Program RFQ for Real Estate Marketing Services ”** **FAXED RESPONSES WILL NOT BE ACCEPTED.**

**RESPONSES ARE DUE NO LATER THAN:** 12:00 p.m. on August 29, 2013. Responders shall submit four (4) copies of their response. Responses may also be emailed to the City Community Development Department at: [jhealy@ci.berwyn.il.us](mailto:jhealy@ci.berwyn.il.us) with a copy emailed to [bpabst@ci.berwyn.il.us](mailto:bpabst@ci.berwyn.il.us)

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

This RFQ shall be governed by the guidelines provided for by the Illinois Housing Development Authority and the US Department of Housing and Urban Development notice CPD 96-05 and the Neighborhood Stabilization Program (NSP). In the event any article within this RFQ conflicts with either CPD 96-05 or NSP, CPD 96-05 and/or NSP shall supersede.

**QUESTIONS:** All questions and clarifications regarding this Request for Qualifications must be submitted no later than 12:00 pm, August 28, 2013 by e-mailing to: [jhealy@ci.berwyn.il.us](mailto:jhealy@ci.berwyn.il.us).

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**SECTION II**  
**SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS RESPONSE**

**A. SCOPE of WORK:**

The City of Berwyn (“City”) has purchased and remodeled multiple homes under the Illinois Housing Authorities – Neighborhood Stabilization Program. Currently the City is in the process of selling sixteen (16) of those homes.

The City’s goal is to hire a Firm or Firms with a comprehensive sales and marketing knowledge of single family affordable real estate, with a particular emphasis on the Berwyn area. The City’s objectives in hiring a Firm or Firms includes enhancing the value of the property prior to sale and providing marketing exposure, ultimately helping to achieve the sale of the property for the highest possible price in the shortest amount of time.

The Firm(s) selected must have comprehensive knowledge of the single family real estate sales business with strong knowledge of the Berwyn area and its market.

Firms will be expected to do the following;

- (1) Develop a marketing plan and appropriate advertising campaign.
- (2) Assign qualified staff to handle all inquiries and showing of properties.
- (3) Assist the City in verifying the income of a prospective purchaser’s household. This will include working with a prospective purchaser (and their realtor and attorney) to complete income verification forms and collect income verification documentation in accordance with HUD/NSP guidelines. This requires the successful contractor to have within their office personnel (either brokers or support staff) who have verifiable experience completing these tasks. This would include, but is not limited to:
  - Experience in mortgage consulting. Proof of prior experience must be included in the response, including contact information for the lender or mortgage company.
  - Experience representing sellers in short sales. In the response include the number of short sales (count only seller clients) represented, and the number of listings closed.
  - Experience with affordable housing programs. In the response be specific as to the program and other background information about the previous experience.
- (4) Assist the City in determining the appropriate sales price for the property.
- (5) Have a clear and thorough understanding of the Neighborhood Stabilization Program.
- (6) Provide a comprehensive status report on the 1<sup>st</sup> and 15<sup>th</sup> of every month.

Firms must also:

- (1) Provide proof the managing broker, and all brokers, are licensed to do business in the State of Illinois, are members of the Illinois Association of Realtors, the National Association of Realtors and Midwest Real Estate Data (MRED) for listing properties in the Multiple Listing Service. A copy of all licenses should be included in the response.
- (2) Provide proof the Broker is in good standing with the Illinois Department of Financial and Professional Regulations (IDFPR).
- (3) Provide proof of current Errors and Omissions insurance coverage.

- (4) Provide proof all assigned Brokers must have a minimum of six (6) years of current experience in marketing and selling residential properties, and have knowledge of the residential real estate market and current property values, in Berwyn, or in communities with similar properties and demographics
- (5) Provide proof all assigned Brokers have the capacity to effectively market properties, including production and distribution of printed materials, social media and multi-media.
- (6) Provide proof that at least one assigned Broker speaks, reads and writes Spanish fluently.
- (7) Experience working with government agencies, housing agencies or housing authorities in selling residential real estate is a plus and should be highlighted.
- (8) Provide resumes of all staff assigned to this project.
- (9) Have office personnel (either brokers or support staff) who have verifiable experience including, but not limited to, the following:
  - Experience in mortgage consulting. Proof of prior experience must be included in the response, including contact information for the lender or mortgage company.
  - Experience representing sellers in short sales. In the response include the number of short sales (count only seller clients) represented, and the number of listings closed.
  - Experience with affordable housing programs. In the response be specific as to the program and other background information about the previous experience.

**B. RESPONSE REQUIREMENTS:**

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Qualifications, the bidder must e-mail the City Representative.
2. Bidders are expected to be fully informed as to the conditions, requirements and specifications before submitting a response. The submission of a response by a firm implies the firm's acceptance of the terms and conditions herein, unless otherwise stated.
3. The Responder is responsible for all costs related to the preparation of this response.
4. Pricing need not be discussed in the response. Once a firm or firm(s) are found the most qualified, the responder will negotiate a contract with the City.
5. This RFQ does not require a bid bond.
6. The City is in no way restricted from utilizing other consultants as needed
7. This response must be submitted in detail in letter form on the Responders letterhead. The letter must be signed by an officer of the firm or a designated agent empowered to bind the firm in the contract offer. Acceptance of the terms described herein must be noted in the letter.
8. A complete description and specifications of the request for qualifications are included herein.
9. At least (3) references, preferably from communities or agencies, that have used your company. The references' name and address, a contact name, title and phone number must be included with the reference information (Section IV).
10. A completed and signed Company Information & Signature Sheet (Section V).

### **C. EVALUATION of RESPONSES:**

Each response submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions and overall responsiveness. The Community Development Department may conduct discussions with any Firm who submits an acceptable or potentially acceptable response. Firms shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses. The City reserves the right to request a Firm provide additional information during this process.

The City will evaluate three categories of information: Administrative Compliance, Responsibility and Responsiveness. We will consider the information Firms supply or don't supply, and the quality of the information when evaluating your response. If we find a failure or deficiency, it will be reflected in the evaluation.

#### **ADMINISTRATIVE COMPLIANCE:**

We will determine whether a Firm's response complied with the instructions. Except for late submissions, we may require Firms to correct deficiencies as a condition of further evaluation.

#### **RESPONSIBILITY:**

We will determine whether a Firm is a "Responsible Firm".

- I. A Responsible Firm must exist as a legal entity and must be authorized to do business in Illinois at the time a response is submitted. Evidence of good standing can include a Certificate of Good Standing from the Illinois Secretary of State, a copy of assumed name certificate from their home county, Etc.
- II. Other factors we may evaluate to determine Responsibility include, but are not limited to: certifications, conflicts of interest, financial disclosures, taxpayer identification numbers, past performance, references (including those found outside the response provided) compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. Firms must certify they are not barred from being awarded a contract by the Federal Government, or any State or Local Government.

You must at all times have financial resources sufficient, to ensure performance of a listing agreement and must provide proof upon request. The City may terminate a listing agreement if a Firm lacks the financial resources to perform. We may require a Firm correct any deficiencies as a condition of further evaluation.

#### **RESPONSIVENESS:**

We will determine whether the response meets the City's requirements for responsiveness. Minor differences or deviations having negligible impact on suitability to meet the City's needs may be accepted or corrections allowed.

We will determine how well a response meets the responsiveness requirements. We will rank responses from best to least qualified using a point ranking system as an aid in conducting the evaluation.

The chart below shows the elements of Responsiveness that we will evaluate, their relative weights in point format and any minimum number of point requirements. The total number of points for Responsiveness is: 160. The minimum number of points for Responsiveness is 75. Responses that fail to meet the minimum number of Responsiveness points will not be considered further

Responsiveness Elements	Min. Points	Max Points	Points Awarded	Comments
<b><u>Qualifications/Ability to Implement Sales Program:</u></b> (1) Provided a statement of the Firm's qualifications to handle the marketing of properties in this area. (2) Provided a general description of the Firm's prior experience in the sale of single family homes. (3) Provided an Equal Employment Opportunity Statement signed by appropriate corporate officer. (4) Identified key individuals who will have responsibility for the services required. Included a resumes for these key staff members indicating the number of years of experience. (5) Provided evidence the Managing Broker, and all other Brokers, are licensed to do business in Illinois.	25	50		
<b><u>Income Verification Experience:</u></b> (1) Provided a statement of the Firm's qualifications to handle the preparation of forms and collection of documentation verifying a prospective purchaser's income. (2) Identified key individuals who will have responsibility for these duties. Included resumes for these key staff members indicating the type of experience, the number of years of experience, and contact information to verify such experience.	25	50		
<b><u>Methodology:</u></b> Provided a description of the proposed methodology for marketing the properties. Identified proposed advertising strategies, including media to be utilized.	10	25		
<b><u>Financial Capacity:</u></b> Provided a statement of the Firm's insurance coverage and a summary statement of any outstanding litigation or recent judgments against the firm. Enclosed a copy of the Firm's audited financial statement.	5	10		
<b><u>Timetable:</u></b> Provided a timetable for closing on a property, from the time a listing agreement is signed to the closing of the sale. Can provide a comprehensive status report on the 1 <sup>st</sup> and 15 <sup>th</sup> of every month.	10	25		

**D. CONTRACT AWARD:**

- (1) Responses must be complete to be considered for award.
- (2) The City reserves the right to qualify, accept or reject any or all Firms and accept or reject any or all responses and to waive irregularities or technicalities in any response when in the best interest of the City. The City reserves the right to accept or reject any exception taken by a Firm to the terms and conditions of the request for qualifications.
- (3) Consideration may be given to, but not limited to, time, the proposed program, reliability and functionality, availability, references, delivery time, and special pricing.
- (4) The City will award listing agreements to a Firm or Firms whose response passes administrative review, is responsive and is considered the best of those submitted (without consideration of price) and with whom we are able to negotiate a fair and reasonable price.
- (5) If no administratively compliant and responsible Firm meets a particular requirement, the City may waive that requirement.
- (6) The City will attempt to negotiate a fair and reasonable price with a Firm or Firms who are deemed qualified. The City will determine whether the price is fair and reasonable by considering the qualifications, reputation, the project budget and other relevant factors.

**SECTION III**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO RESPONDERS**

The general rules and conditions that follow apply to all responses issued by the City, unless otherwise specified. Responders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting responses; failure to do so shall be at the Responder's own risk.

REQUEST FOR QUALIFICATIONS (RFQ) is defined as a request for an understanding of the proposed company, by one party to another, of terms and conditions with reference to some work or undertaking. This document constitutes a REQUEST FOR QUALIFICATIONS, and is thus a solicitation for responses.

Moreover, any acceptance of a response shall NOT result in a binding contract between the City and the Responder, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement, contract, or purchase order between the Responder and the City. "Response date" as referenced herein shall mean the local date and time specified in the response documents.

**A. CONDITIONS FOR PROPOSING**

1. **COMPLETENESS/AUTHORIZATION OF RESPONSE.** Responder shall supply all information and submittals required by the response documents to constitute a response. The response shall clearly state the legal name, address, email, telephone number, and fax number of the responder. The response shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the responder to response.

2. **ADDRESSING OF RESPONSE.** Faxed responses will not be accepted. Response shall be submitted in an envelope clearly marked on the front with response number, name and due date, and addressed to:  
City Clerk's Office  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402
3. **RESPONSE DEADLINE.** Responder shall be responsible for taking whatever measures are necessary to ensure that the response reaches the Office of the City Clerk on or before the local time and date specified. The City shall not be responsible for, and may not consider, any late response, amendment thereto, and request for withdrawal of response received after the date specified. Responses received after the time and date specified on the Request for Qualifications will not be considered for award.
4. **RESPONSES BINDING 90 DAYS.** Unless otherwise specified, all formal responses submitted shall be binding for ninety (90) days following response date, unless the Responder, at the City's request agrees in writing to an extension.
5. **COMPETENCY OF RESPONDER.** No response may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City upon any debt or contract. Prior failure of a Responder to perform faithfully on any previous contract or work for the City may be grounds for rejection. The Responder must have not been suspended or debarred from doing business with the federal government. The Responder, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these response documents. Such evidence shall be presented within a specified time and to the satisfaction of the City.
6. **COLLUSIVE PROPOSING.** The Responder certifies that the response is made without any previous understanding, agreement or connection with any person, firm, or corporation making a response for the same project, without prior knowledge of competitive prices, and that the response is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**B. INSURANCE**

1. **INSURANCE REQUIREMENTS.** The successful responder shall provide insurance as follows:
  - a. **Certificate of Insurance; Cancellation or Modification**
    - (1) Before commencing work, the Responder shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period. The City must be listed on the Certificate of Insurance as an additional insured.
    - (2) The Responder shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
    - (3) Cancellation or modification of said policy or policies shall be considered just cause for the City to immediately cancel the contract

and/or halt work on the contract, and to withhold payment for any work performance on the contract.

b. Minimum Coverage

- (1) Any policy or policies of insurance purchased by the Responder to satisfy their responsibilities under the response shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$500,000	

c. Worker's Compensation Insurance as required by Illinois state law.

**The City requires Contractor's Insurance carrier be "A" rated or better by A.M. Best.**

**WHEN ADDITIONALLY REQUIRED:**

Errors & Omissions	\$500,000
Fidelity Bond (minimum)	\$ 50,000

d. Hold Harmless: Endorsement Required

(1) The Responder, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from the Responder's operations under this document.

(2) Responder is not, and shall not be deemed to be, an agent or employee of the City.

(3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

**C. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The responder shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission.) Any mention made herein of a service to be



provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

2. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Responder shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the response. The Responder shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.
3. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the response documents shall be made within an addendum. Interpretation, corrections or changes of the response documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Responder. Addendums shall be issued by the City within a reasonable time prior to the response date.

#### **D. SELECTION OF FIRM**

1. **REJECTION OF RESPONSES.** The City reserves the right to accept or reject any or all responses, to waive irregularities and technicalities, and/or to request re-submission. The City also reserves the right to reject a response from a Responder who investigation shows is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Responder who demonstrates the best combination of attributes to provide the product, and who also negotiates a product cost with the City that is fair and reasonable. The City may conduct discussions with any Responder who has submitted a response to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Responder is selected. Criteria for selection will include but not be limited to:
  - Organization, size, time in business, management and structure of the firm to provide the product.
  - Experience and qualifications of the Responder.
  - Satisfactory reference checks of clients on similar projects.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Responder's employment practices.
  - Whether the Responder is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
  - If a reasonable doubt arises as to Responder's solvency, the City reserves the right to require financial information sufficient to show solvency.

**Once the City has reached an agreement with the Responder, a contract for services will be issued to the awardee. The purchase order will define the conditions between the City and the contractor selected to receive the award.**

3. **CORRECTIONS TO SUBMITTED RESPONSES.** Any changes that are made to this response using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
5. **PRESENTATIONS.** When required and based on evaluation of responses submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the response, and to make presentations regarding their qualifications and their ability to furnish the required product to best serve the needs of the City. Formal presentations will be scored and evaluated by the City Administrator who will make a recommendation to the City Council for final approval. Nothing in the response can obligate the City to enter into a contract.
6. **ERRORS IN RESPONSE.** Any ambiguity in any response as a result of omission, error, lack of clarity or non-compliance by the Responder with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in responses shall be initialed and dated.

#### **E. GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon the City's selection, between the City and Responder on the work to be performed, a written award in the form of a purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Responder's contract document is used, the City reserves the right to modify and document to conform to the request for qualifications and to do so in the light most favorable to the City.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variations in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Responder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Responder from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full the period and until all products have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

- a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to the default, as described below, or for no reason at all, as long as the City gives a written 30 day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Responder upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Responder a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City Berwyn may deem the contract terminated without further notice. Lack of knowledge by the Responder will in no way be cause for relief from responsibility.
8. **INDEMNITY.** The Responder shall indemnify, defend and hold harmless the City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Responder's operations under this Contract.

**Responder is not and shall not be deemed to be an agent or employee of the City, but shall be deemed an Independent Contractor.**

Responder further agrees to:

- a. Hold the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance of which the Responder is not the patentee, assignee, licensee or owner, furnished or used in the performance herein.
- b. Work shall not begin until all permits and licenses required by the City, state and federal governments are acquired and paid for. The Responder shall also comply with all laws, ordinances, rules and regulations of the City, State of Illinois and the Federal Government including the Prevailing Wage Act.

**NON DISCRIMINATION.** Responder agrees to the following:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)

#### **F. PAYMENT PROVISIONS**

Payment will be made at closing of the real estate, out of the closing proceeds, pursuant to the practices common with the industry.

**SECTION IV**  
**COMPANY REFERENCES**

The Firm must complete the required reference information listed below. The Firm must provide at least three (3) references from communities or agencies that have used the services of his or her company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

1.     Company Name: \_\_\_\_\_  
          Company Address: \_\_\_\_\_  
          Company Contact: \_\_\_\_\_  
          Title of Contact: \_\_\_\_\_  
          Phone Number: \_\_\_\_\_
  
2.     Company Name: \_\_\_\_\_  
          Company Address: \_\_\_\_\_  
          Company Contact: \_\_\_\_\_  
          Title of Contact: \_\_\_\_\_  
          Phone Number: \_\_\_\_\_
  
3.     Company Name: \_\_\_\_\_  
          Company Address: \_\_\_\_\_  
          Company Contact: \_\_\_\_\_  
          Title of Contact: \_\_\_\_\_  
          Phone Number: \_\_\_\_\_

**Note: Additional references may be included with the Firm's response.**

**SECTION V**

**COMPANY INFORMATION & SIGNATURE SHEET**

**Firms must include with their submitted response this completed and signed Company Information & Signature Sheet and price list for the proposed consulting services required for this contract.**

The undersigned bidder, having examined and determined the scope of this Request for Qualifications, hereby proposes to supply the products as described in the response documents at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the Firm's response and the Request for Qualifications prepared by the City, the City's Request for Qualifications shall prevail.

The undersigned bidder certifies that this response is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_